

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Megapath Inc.		08/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank organized under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2403531	MEGAPATH NETWORKS	
Registration Number:	3085723	NETIFICE	
Registration Number:	2269936	DSL.NET	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Elaine Ziff, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2145		
NAME OF SUBMITTER:	elaine d. ziff		

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Signature:	/eziff/
Date:	10/07/2010
Total Attachments: 6 source=MegaPath Trademark Security Agreement#page1.tif source=MegaPath Trademark Security Agreement#page2.tif source=MegaPath Trademark Security Agreement#page3.tif source=MegaPath Trademark Security Agreement#page4.tif source=MegaPath Trademark Security Agreement#page5.tif source=MegaPath Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 20, 2010, made by MEGAPATH INC, a Delaware corporation (the "Assignor"), located at 2220 O'Toole Avenue, San Jose, California 95131, c/o Covad Communications Group, Inc., in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successors, in such capacity, the "Administrative Agent" or "Assignee") for the Secured Parties (as defined in the Credit Agreement referred to below), and having a location at Eleven Madison Avenue, New York, New York 10010.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 17, 2008 (as amended by Amendment No. 1 and Waiver to Credit Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among Covad Communications Group, Inc. (the "Borrower"), CCGI Holding Corporation, the banks and other financial institutions or entities from time to time party thereto (the "Lenders") and the Assignee, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, Borrower, Assignor, and the other grantors party thereto, entered into that certain Guarantee and Collateral Agreement, dated as of April 17, 2008 (as amended by the Amendment and Assumption Agreement to Guarantee and Collateral Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Assignor granted to the Assignee, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Assignor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, Assignor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademarks

Assignor hereby grants to the Assignee, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by Assignor or in which Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Assignor's Obligations:

(i) (a) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof; and

(ii) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, in no event shall the security interest granted under this Section 2 attach to any United States intent-to-use trademark or service mark application unless and until evidence of the use of such trademark in interstate commerce is submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(c) or (d) (or successor provisions), provided that after such acceptance, such security interest in such trademark or service mark application shall immediately attach.

Section 3. Collateral Agreement Governs

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Assignee pursuant to the Collateral Agreement and Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Anything to the contrary notwithstanding, the liens and security interests granted by Assignor to Assignee pursuant to this Agreement and the exercise of any right or remedy by Assignee against Assignor hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 20, 2010 (as amended, restated, supplemented or otherwise modified from

time to time, the "Intercreditor Agreement"), by and among East West Bank, as First Lien Lender, Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, Megapath Inc., DSLnet Communications LLC and DSLnet Communications VA, Inc. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 4. Modifications

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

Section 5. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Recordation

Assignor authorizes and requests that the Register of Trademarks of the United States Trademark Office record this Agreement.

Section 7. Counterparts

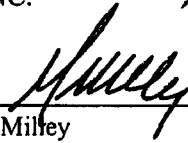
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
by their duly authorized officers as of the date set forth above.

ASSIGNOR:

MEGAPATH INC.

By: 
Name: Paul Milley
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
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ADMINISTRATIVE AGENT AND ASSIGNEE:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
(fka, Credit Suisse, Cayman Islands Branch),
as Administrative Agent and Assignee

By: 9th July 2011
Name: JOHN D. TORONTO
Title: DIRECTOR

By: Vipul Dhadha
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule A
to
Trademark Security Agreement

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
MEGAPATH NETWORKS	2403531 (75686765)	11/14/2000 (4/19/1999)	Registered
NETIFICE	3085723 (76002546)	4/25/2006 (3/17/2000)	Registered
DSL.NET	2269936 (75209286)	8/10/1999 (12/6/1996)	Registered

[Schedule to Trademark Security Agreement]

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RECORDED: 10/07/2010

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